

EXHIBIT A

PATRICK J. JENNINGS, ESQ.
ATTORNEY ID NO. 003161989
155 POLIFLY ROAD
SUITE 201
HACKENSACK, NEW JERSEY 07601
(201) 342-2000
Attorney for Plaintiff,
U Flex Packaging, Inc.

U FLEX PACKAGING INC.	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION - BERGEN COUNTY
	:	
	:	DOCKET NO.:
Plaintiff,	:	
vs.	:	
	:	
	:	
GREAT AMERICAN INSURANCE	:	
GROUP	:	
	:	
Defendant.	:	

COMPLAINT AND JURY DEMAND

Plaintiff, U Flex Packaging Inc. ("Plaintiff"), having a business at 55 Challenger Road, Suite 203, Ridgefield Park, New Jersey 07660 by way of Complaint against Defendant, Great American Insurance Group ("Defendant"), does hereby say:

PARTIES

1. Plaintiff has a business address of 55 Challenger Road, Suite 203, Ridgefield Park, New Jersey 07660 .

2. Defendant is authorized to do business in the State of New Jersey and has an address of 301 E. 4th Street, 19th Floor, Cincinnati, Ohio 45202.

FACTS COMMON TO ALL COUNTS

4. At all times relevant herein, Defendant is an entity authorized by the State of New Jersey to write policies of insurance in the State of New Jersey, and writes such policies throughout the State of New Jersey, including Bergen County.

5. Plaintiff is an insured of Defendant under Policy No. CYP 3556562 (“the Policy”).

6. The Policy is a Risk E-Business Cyber Loss and Liability Policy.

7. The Policy covers, *inter alia*, loss of funds directly resulting from a “Social Engineering Attack”.

8. The Policy has effective dates of February 13, 2023 to February 15, 2024.

9. On or about February 1, 2024, Plaintiff sustained a loss as a result of a Social Engineering Attack as defined and as contemplated by the Policy.

10. Plaintiff promptly notified Defendant of the loss of funds sustained.

11. Contrary to the terms of the Policy, Defendant denied coverage and reimbursement of the loss of funds to Plaintiff.

12. Defendant’s denial of the claim is in bad faith.

13. As a result of Defendant’s denial of the claim, Plaintiff has been damaged.

FIRST COUNT
(Declaratory Judgment)

1. Plaintiff hereby repeats and incorporates by reference all allegations set forth above and incorporates same herein by reference.

2. Plaintiff and Defendant entered in the Policy and Plaintiff paid all premiums with respect to same.

3. Plaintiff sustained a loss of funds pursuant to the terms of the Policy which

Defendant was obligated to pay.

4. Despite being placed on notice of a claim within the terms of the Policy, Defendant has and continues to deny the claim and payment pursuant thereto.

5. Defendant's failure to pay to Plaintiff the loss of funds constitutes a material breach of contract.

6. As a result of Defendant's material breach of contract, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendant for:

A. A Declaratory Judgment that Plaintiff's loss of funds is required to be reimbursed to Plaintiff by Defendant pursuant to the Policy;

B. A Court Order requiring the payment of loss of funds from Defendant to Plaintiff pursuant to the Policy;

C. Compensatory damages;

D. Consequential damages;

E. Incidental damages;

F. Punitive damages;

G. Attorneys fees, sanctions and costs; and

H. Such other relief deemed by the Court to be equitable and just, as provided by law.

SECOND COUNT
(Breach of Contract)

1. Plaintiff hereby repeats and incorporates by reference all allegations set forth above and incorporates same herein by reference.

2. Plaintiff and Defendant entered in the Policy and Plaintiff paid all premiums with respect to same.

3. Plaintiff sustained a loss of funds pursuant to the terms of the Policy which Defendant was obligated to pay.

4. Despite being placed on notice of a claim within the terms of the Policy, Defendant has and continues to deny the claim and payment pursuant thereto.

5. Defendant's failure to pay to Plaintiff the loss of funds constitutes a material breach of contract.

6. As a result of Defendant's material breach of contract, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendant for:

A. A Declaratory Judgment that Plaintiff's loss of funds is required to be reimbursed to Plaintiff by Defendant pursuant to the Policy;

B. A Court Order requiring the payment of loss of funds from Defendant to Plaintiff pursuant to the Policy;

C. Compensatory damages;

D. Consequential damages;

E. Incidental damages;

F. Punitive damages;

G. Attorneys fees, sanctions and costs; and

H. Such other relief deemed by the Court to be equitable and just, as provided by law.

THIRD COUNT
(Breach of Implied Covenant of Good Faith and Fair Dealing)

1. Plaintiff hereby repeats and incorporates by reference all allegations set forth above and incorporates same herein by reference.
2. Plaintiff and Defendant entered in the Policy and Plaintiff paid all premiums with respect to same.
3. Implied in every contract in the State of New Jersey is a covenant of good faith and fair dealing.
4. Plaintiff sustained a loss of funds pursuant to the terms of the Policy which Defendant was obligated to pay.
5. Despite being placed on notice of a claim within the terms of the Policy, Defendant has and continues to deny the claim and payment pursuant thereto.
6. Defendant's failure to pay to Plaintiff the loss of funds constitutes a breach of the implied covenant of good faith and fair dealing.
7. As a result of Defendant's breach of the implied covenant of good faith and fair dealing, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendant for:

- A. A Declaratory Judgment that Plaintiff's loss of funds is required to be reimbursed to Plaintiff by Defendant pursuant to the Policy;
- B. A Court Order requiring the payment of loss of funds from Defendant to Plaintiff pursuant to the Policy;
- C. Compensatory damages;

- D. Consequential damages;
- E. Incidental damages;
- F. Punitive damages;
- G. Attorneys fees, sanctions and costs; and
- H. Such other relief deemed by the Court to be equitable and just, as provided by law.

FOURTH COUNT
(Bad Faith)

1. Plaintiff hereby repeats and incorporates by reference all allegations set forth above and incorporates same herein by reference.
2. Plaintiff and Defendant entered in the Policy and Plaintiff paid all premiums with respect to same.
3. Plaintiff sustained a loss of funds pursuant to the terms of the Policy which Defendant was obligated to pay.
4. Despite being placed on notice of a claim within the terms of the Policy, Defendant has and continues to deny the claim and payment pursuant thereto.
5. Defendant's failure to pay to Plaintiff the loss of funds when such is required by the Policy is in bad faith.
6. As a result of Defendant's bad faith, Plaintiff has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendant for:

- A. A Declaratory Judgment that Plaintiff's loss of funds is required to be reimbursed to Plaintiff by Defendant pursuant to the Policy;
- B. A Court Order requiring the payment of loss of funds from Defendant to Plaintiff pursuant to the Policy;

- C. Compensatory damages;
- D. Consequential damages;
- E. Incidental damages;
- F. Punitive damages;
- G. Attorneys fees, sanctions and costs; and
- H. Such other relief deemed by the Court to be equitable and just, as provided by law.

PATRICK J. JENNINGS
Counselor at Law
155 Polifly Road
Suite 201
Hackensack, New Jersey 07601
Attorney for Plaintiff,
U Flex Packaging Inc.

By:



PATRICK J. JENNINGS, ESQ.

Dated: May 14, 2024

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of R. 4:25-4, the Court is advised that Patrick J. Jennings is hereby designated as trial counsel for Plaintiff.

PATRICK J. JENNINGS
Counselor at Law
155 Polifly Road
Suite 201
Hackensack, New Jersey 07601
Attorney for Plaintiff,
U Flex Packaging Inc.

By:



PATRICK J. JENNINGS

Dated: May 14, 2024

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that pursuant to R. 4:5-1, to my knowledge and based on the information available to me at this time, the matter in controversy is not the subject of any other action pending in any Court, or of a pending arbitration proceeding and that no additional parties are known at this time who should be added.

PATRICK J. JENNINGS
Counselor at Law
155 Polifly Road
Suite 201
Hackensack, New Jersey 07601
Attorney for Plaintiff,
U Flex Packaging, Inc.

By:



PATRICK J. JENNINGS

Dated: May 14, 2024

JURY DEMAND

Plaintiff, U Flex Packaging, Inc. demands trial by jury on all issues

PATRICK J. JENNINGS
Counselor at Law
155 Polifly Road
Suite 201
Hackensack, New Jersey 07601
Attorney for Plaintiff,
U Flex Packaging, Inc.

By:



PATRICK J. JENNINGS

Dated: May 14, 2024



New Jersey Judiciary
Civil Practice Division

Civil Case Information Statement (CIS)

Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed, or attorney's signature is not affixed.

For Use by Clerk's Office Only

Payment type <input type="checkbox"/> check <input type="checkbox"/> charge <input type="checkbox"/> cash	Charge/Check Number	Amount \$	Overpayment \$	Batch Number
Attorney/Pro Se Name Patrick J. Jennings		Telephone Number (201) 342-2000 ext.		County of Venue Bergen
Firm Name (if applicable) Law Office of Patrick J. Jennings			Docket Number (when available)	
Office Address - Street 155 Polifly Road, Suite 201		City Hackensack	State NJ	Zip 07601
Document Type Complaint and Jury Demand			Jury Demand <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Party (e.g., John Doe, Plaintiff) U Flex Packaging Inc., Plaintiff		Caption U Flex Packaging Inc., vs. Great American Insurance Group		
Case Type Number (See page 3 for listing) <u>505</u>				
Are sexual abuse claims alleged?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this case involve claims related to COVID-19?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this a professional malpractice case? If "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Related Cases Pending? If "Yes," list docket numbers			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Do you anticipate adding any parties (arising out of same transaction or occurrence)?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name of defendant's primary insurance company (if known)			<input type="checkbox"/> None	<input checked="" type="checkbox"/> Unknown


The Information Provided on This Form Cannot be Introduced into Evidence.

Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation

Do parties have a current, past or recurrent relationship? ☐ Yes ☒ No
If "Yes," is that relationship:
☐ Employer/Employee ☐ Friend/Neighbor ☐ Familial ☐ Business
☐ Other (explain) _____

Does the statute governing this case provide for payment of fees by the losing party? ☒ Yes ☐ No

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition.

 Do you or your client need any disability accommodations? ☐ Yes ☒ No
If yes, please identify the requested accommodation:

Will an interpreter be needed? ☐ Yes ☒ No
If yes, for what language?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Attorney/Self-Represented Litigant Signature: _____



Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES

(Choose one and enter number of case type in appropriate space on page 1.)

Track I - 150 days discovery

- 151 Name Change
- 175 Forfeiture
- 302 Tenancy
- 399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 Book Account (debt collection matters only)
- 505 Other Insurance Claim (including declaratory judgment actions)
- 506 PIP Coverage
- 510 UM or UIM Claim (coverage issues only)
- 511 Action on Negotiable Instrument
- 512 Lemon Law
- 801 Summary Action
- 802 Open Public Records Act (summary action)
- 999 Other (briefly describe nature of action)

Track II - 300 days discovery

- 305 Construction
- 509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD))
- 599 Contract/Commercial Transaction
- 603N Auto Negligence – Personal Injury (non-verbal threshold)
- 603Y Auto Negligence – Personal Injury (verbal threshold)
- 605 Personal Injury
- 610 Auto Negligence – Property Damage
- 621 UM or UIM Claim (includes bodily injury)
- 699 Tort – Other

Track III - 450 days discovery

- 005 Civil Rights
- 301 Condemnation
- 602 Assault and Battery
- 604 Medical Malpractice
- 606 Product Liability
- 607 Professional Malpractice
- 608 Toxic Tort
- 609 Defamation
- 616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases
- 617 Inverse Condemnation
- 618 Law Against Discrimination (LAD) Cases

Track IV - Active Case Management by Individual Judge / 450 days discovery

156 Environmental/Environmental Coverage Litigation
303 Mt. Laurel
508 Complex Commercial
513 Complex Construction
514 Insurance Fraud
620 False Claims Act
701 Actions in Lieu of Prerogative Writs

Multicounty Litigation (Track IV)

282 Fosamax
291 Pelvic Mesh/Gynecare
292 Pelvic Mesh/Bard
293 DePuy ASR Hip Implant Litigation
296 Stryker Rejuvenate/ABG II Modular Hip Stem Components
300 Talc-Based Body Powders
601 Asbestos
624 Stryker LFIT CoCr V40 Femoral Heads
626 Abilify
627 Physiomesh Flexible Composite Mesh
628 Taxotere/Docetaxel
629 Zostavax
630 Proceed Mesh/Patch
631 Proton-Pump Inhibitors
633 Prolene Hernia System Mesh
634 Allergan Biocell Textured Breast Implants
635 Tassigna
636 Strattice Hernia Mesh
637 Singulair
638 Elmiron
639 Pinnacle Metal-on-Metal (MoM) Hip Implants

If you believe this case requires a track other than that provided above, please indicate the reason on page 1, in the space under "Case Characteristics".

Please check off each applicable category

☐ Putative Class Action ☐ Title 59 ☐ Consumer Fraud
☐ Medical Debt Claim

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-002850-24

Case Caption: U FLEX PACKAGING INC . VS GREAT AMERICAN INSUR A

Case Initiation Date: 05/14/2024

Attorney Name: PATRICK J JENNINGS

Firm Name: PATRICK J. JENNINGS

Address: 155 POLIFLY ROAD SUITE 201

HACKENSACK NJ 07601

Phone: 2013422000

Name of Party: PLAINTIFF : U Flex Packaging Inc.

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: U Flex Packaging Inc.? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

05/14/2024

Dated

/s/ PATRICK J JENNINGS

Signed

